

AGREEMENT

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THIS AGREEMENT entered into this 1st day of July, 2007, by and between SHELBY COUNTY, IOWA EMERGENCY MANAGEMENT COMMISSION, hereinafter referred to as "Employer", and THE AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES/Iowa Council 61, Local 1014-4 hereinafter referred to as the "Union". This Agreement constitutes the complete and final agreement between the parties on all bargainable issues.

**ARTICLE 1
RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of the Employer in the following bargaining unit established pursuant to Order of Certification in PERB Case No. 6395 dated November 14, 2001.

INCLUDED: All regular full-time and regular part-time dispatchers

EXCLUDED: Emergency Management Coordinator (EMC), Assistant Communications Supervisor, EMA Assistant/Courthouse Custodian, supervisory employees, confidential employees and all others excluded by the Act.

**ARTICLE 2
SEPARABILITY AND SAVINGS**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE 3
GRIEVANCE PROCEDURE AND ARBITRATION**

All matters of dispute that may arise between the Employer and employee regarding a violation of an expressed provision of this Agreement shall be adjusted in accordance with the following provision.

Any bargaining unit employee shall have the right to meet and adjust his/her individual complaint with the Employer.

The grievance shall be presented to the designated supervisor on forms furnished by the Union and signed and dated by a duly authorized Union representative. The grievance will state the name of the aggrieved employee(s), specific Article violated, a description of the grievance and the remedy requested. An aggrieved employee shall have the right to a Union representative appointed by the Union at all steps of the grievance procedure.

Grievance Steps:

Step 1. An employee and/or Union Steward shall present a complaint or problem in writing to his/her immediate supervisor or his/her designated representative within five (5) calendar days following its occurrence or within five (5) days of when the employee knew or should have known of its occurrence in an effort to resolve the problem in an informal manner. The immediate supervisor or his/her designated representative will answer the grievance in writing within five (5) calendar days.

Step 2. If the grievance is not settled in Step 1, the aggrieved employee and/or Union Steward shall present the grievance in writing to the EMA Executive Committee Chairperson or his/her designated representative within five (5) calendar days following the immediate supervisor's written answer. The Chairperson and/or his/her designated representative shall meet with the aggrieved employee and/or the appropriate Union representative to discuss and attempt to resolve the grievance. Within ten (10) calendar days, the Chairperson or his/her designated representative will answer the grievance in writing.

Step 3. Any grievance not settled in Step 2 of the grievance procedure may be referred to arbitration, providing the referral to arbitration is in writing to the other party and is made within fifteen (15) calendar days after the employee's receipt of the Chairperson's answer given in Step 2. Only the Union or Employer can appeal a grievance to arbitration.

If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at any Step is not timely answered by the Employer, it may automatically be referred to the next Step. The time limits at any step in the grievance procedure and arbitration procedure may be extended on a specific case basis, upon mutual agreement of the Union and the Employer.

In the event the U.S. mail is used, the mailing of the grievance or response thereto shall be considered timely if postmarked within the time limits.

The party requesting arbitration will, within 10 days of the notice of referral to arbitration, file a request in writing to the Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. A coin toss shall determine which party will strike the first name from the list. Each party can reject the entire arbitration panel one time prior to the selection procedure commencing. If either party deems the panel to be unacceptable, another panel will then be requested. Once the acceptable panel is received, the arbitrator is to be selected within fifteen (15) workdays. After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide a resolution to the pending case. The fees and expenses of the arbitrator will be shared and paid equally by the parties. Each party

shall pay its own cost of preparation and presentation of arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, ignore, alter, nullify, detract from or add to the provisions of this Agreement. The arbitrator shall have no authority to substitute his discretion for that of the Employer in any matter reserved to the Employer by law or by the terms of this Agreement. The arbitrator's decision will be final and binding on the parties. All grievance and arbitration meetings under this Article are to be held in private and not open to the public.

Employees selected by the Union to act as Union representatives who may represent employees shall be certified in writing to the Employer by the Local Union.

ARTICLE 4 SENIORITY

Seniority means an employee's length of continuous service with the Employer since their last date of hire. In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the Social Security number, with the employee having the lower last four digits being considered as having the greater seniority.

An employee shall lose their seniority and the employment relationship shall be broken and terminated if the employee quits, is discharged or retires.

A bargaining unit employee promoted out of the bargaining unit will accrue seniority for up to six (6) months and then their seniority shall be frozen.

The Employer shall prepare and post on existing bulletin boards seniority lists as defined in this Article. The lists shall be updated annually and contain each employee's name, job classification and seniority date. A copy of the seniority list shall be furnished to the Local Union at the time of posting.

Probationary Period: If a Dispatcher is hired already certified, his/her probationary period shall be six (6) months. If a Dispatcher is hired uncertified, his/her probationary period shall be no longer than twelve (12) months or three (3) months after certification. Upon completion of the probationary period, he/she shall be put on the seniority list.

ARTICLE 5 LAYOFF AND RECALL

Layoff When the Employer determines that layoffs or reductions in hours are necessary, those employees with the least seniority in the job classification affected will be laid off first, provided those employees retained are the most qualified to carry on the work or operation. Temporary, part-time and probationary employees in the job classification affected will be laid off first. Each employee affected by a layoff or

reduction in hours shall be notified in writing of the layoff at least 14 days prior to the effective date of the layoff.

Recall Employees are eligible for recall for a period of one (1) year following the date of the layoff. Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. If the employee is not employed elsewhere, the employee must respond to such notice within three (3) days after receipt thereof and actually report to work in seven (7) days after receipt of notice. If employed, the employee must respond to such notice within three (3) days, but actually report to work in fourteen (14) days of the response. In the event the employee fails to comply with the above, the employment relationship shall be terminated.

ARTICLE 6 DUES DEDUCTION

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time by giving thirty (30) days written notice, the Employer agrees to deduct the regular monthly Union dues from the 1st paycheck of each employee every month, and remit such deduction by the fifteenth (15th) day of the succeeding month to the business address of the Union with an accompanying list of employees in the bargaining unit, identifying from whom payroll deductions were made. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. The Employer shall require a minimum of thirty (30) days and a maximum of sixty (60) days from the receipt of the written authorization before the first deduction can be made.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this dues checkoff clause.

ARTICLE 7 HEALTH AND SAFETY

The employer agrees to comply with applicable health and safety laws and regulations. Any matters involving health and safety will be addressed by the appropriate agency.

ARTICLE 8 DEFINITIONS

Full-Time Employee: As used in this Agreement, a full-time employee is one who is regularly scheduled to work eighty (80) hours or more per two week work period year round.

Part-Time Employee: As used in this Agreement, a part-time employee is one who is regularly scheduled to work less than eighty (80) hours per two week period year round.

Temporary Employee: As used in this Agreement, a temporary employee is one who is hired for a period of four (4) months or less.

ARTICLE 9 HOURS OF WORK AND OVERTIME

Work Schedule The purpose of this Article is not to be construed as a guarantee of hours of work per day or per week, pay per day, days of work or pay per week. The Employer shall determine daily and weekly hours of work.

The Employer shall post all work schedules twenty-one (21) days in advance. Schedule changes may be necessary due to workload, absences or other reasons. Employees are responsible for checking the schedule on a daily basis.

Meal Period and Rest Periods Employees shall be granted a one-half (1/2) hour meal period with pay scheduled at the approximate middle of the shift. Employees shall receive a one-half hour meal period with pay for each four hours worked beyond their regularly scheduled shifts.

All employees shall be granted a fifteen (15) minute rest period during each four (40) hours of the employee's shift. The rest period shall be scheduled at a mutually agreeable time.

Employees are not allowed to leave the work area during rest and meal periods. Employees will receive no additional pay if unable to take a meal or rest break.

Overtime

Overtime shall be paid for at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for hours worked in excess of eighty (80) hours in a fourteen (14) day work period. The employee must contact the EMC Coordinator and request approval for overtime work.

Only hours worked shall be counted for the purpose of computing overtime

Call Back and Court If a Dispatcher is recalled to work or required to appear in court as a witness outside of their regular scheduled work hours or on a non-scheduled day, they shall receive a minimum of two (2) hours at the appropriate rate of pay.

Pay Period Employees will be paid at the end of the working day on every other Thursday for the work performed in the previous two weeks.

ARTICLE 10

SICK LEAVE

Accumulation. Sick leave shall be accrued by a full-time employee at the rate of 12 hours per month to a total of 840 hours. Sick leave will be paid for on the basis of the employee's regular daily hours of work.

Use of Sick Leave. Employees may use sick leave for any non-work related illness, injury, or temporary disability, including pregnancy, that prevents the employee from performing his/her job duties. The Coordinator may require a physician's certificate supporting absences. Sick leave cannot be used for scheduled doctor/dental appointments. Sick leave may not be taken in less than 1 day increments with one exception. If an employee reports to work, but is later excused from work due to illness, only hours missed will be charged against sick leave.

Notification. When absences due to sickness are necessitated, the employee shall notify the EMC Coordinator or designated representative sufficiently far in advance prior to the beginning of his/her scheduled reporting time so that the Employer may secure a replacement. Failure to do so, without a bona fide reason, shall result in the employee being considered absent without leave, and subject to disciplinary action.

Date of Employment. For the purpose of this Article, an employee who begins his/her employment on or before the 15th day of the month will be credited with sick leave for the entire month. An employee who begins his/her employment after the 15th of the month will begin to accrue sick leave on the first day of the month following his/her employment.

Officially recognized paid holidays falling within a period of sick leave shall not be charged against sick leave.

An employee who transfers from his/her department to another department within the County shall retain his/her accumulated sick leave.

When an employee is laid off, any unused accumulated sick leave shall be restored, provided the employee is re-employed by any department of the Employer within one (1) year.

Emergency Leave Employees may use up to five days of accumulated sick leave per year for the purpose of taking a member of their immediate family to receive emergency medical treatment or to care of an ill or injured spouse or child. Emergency leave is subject to the approval of the appropriate department head.

Exchange for Vacation Days If a full-time employee has accumulated the maximum number of sick leave days allowed, he or she will be permitted to convert sick leave days to vacation days in the following manner:

For each calendar year in which sick leave is earned but not used, the employee will be permitted to exchange four days of sick leave for one additional day of vacation.

Vacation earned in this manner will be computed at the end of each year and added to the vacation time in the following year. Example: If the maximum accumulation has been attained and the employee has eight days of unused sick leave at the end of the year, the employee would be eligible for two additional days of vacation to be taken the following year. Only four full days of unused sick leave may be exchanged for one full day of vacation time. Fractions of full days do not apply.

Conversion of Sick Leave at Full Retirement When a full-time employee exercises his/her option to take full retirement, the employee will receive a payment equal to 50% of the number of days of sick leave that has been accumulated, multiplied by the current hourly rate of pay.

ARTICLE 11 BEREAVEMENT LEAVE

Full-time employees are eligible for up to five (5) consecutive days with pay for members of the employee's immediate family, including the employee's spouse, child, father, mother, mother-in-law, father-in-law, brother, sister,. Full-time employees are eligible for up to one (1) day of bereavement leave with pay to attend the funeral of a grandparent, grandchild, brother-in-law, sister-in-law or to serve as a pallbearer.

Bereavement leave with pay will be computed on the basis of the standard work day and paid at the employee's standard rate of pay.

ARTICLE 12 JOB CLASSIFICATION AND STRAIGHT TIME HOURLY WAGE RATES

Reference is made here to Exhibit A, Job Classification and Straight Time Hourly Wage Rates. By this reference, said Exhibit becomes a part of this Agreement.

All job descriptions, including revisions and new descriptions shall be furnished to the Union Steward.

ARTICLE 13 JURY DUTY

A full-time employee required to serve as a juror shall receive his/her regular wage. In order to receive payment for such duty, the employee must submit certification of service and assign all fees, except mileage, received for such duty to the Employer. If released from jury duty, the employee shall immediately contact the EMC Coordinator.

ARTICLE 14 HOLIDAYS

Regular full-time employees are eligible for the following paid holidays:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Veteran's Day
- Afternoon of December 24*
- Christmas Day

Holidays are to be paid at the rate of the employee's straight time wage rate times 8 hours. The regular full-time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. Part-time employees are not eligible for holiday pay.

Full-time employees who are scheduled to work on any recognized paid holiday shall receive 8 hours pay (holiday pay) plus time and one-half his/her regular hourly wage rate for all hours worked on the holiday.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after such holiday. An employee on unpaid leave of absence or layoff is not eligible for holiday pay.

If an observed holiday falls during an employee's vacation period, such observed holiday shall not be charged against the employee's vacation leave account.

* Employees will be paid four (4) hours of holiday pay for December 24. In addition, an employee will be paid time and one-half for hours worked after 12:00 Noon and before 12:00 midnight up to a maximum of 4 hours.

ARTICLE 15 PERSONAL DAYS

A full-time employee will be allowed one day off work with pay each year for personal purposes. This day will not be considered as an additional day of vacation, and may not be used to extend weekends or regularly scheduled holidays. Instead, this day should be reserved until needed and then used for the transaction of personal business or emergency affairs that otherwise would require the use of vacation.

Personal day pay will be at the rate of 8 hours times the employee's normal straight time hourly rate. Effective July 1, 2008, the personal day will be at the rate of the

normal straight time hourly rate times the employee's normally scheduled daily work hours.

A request to use a personal day should be submitted as far in advance as possible and requests to use a personal day are subject to the EMC Coordinator's or his/her designee approval.

Unused personal days may not be accrued. Upon retirement or termination, employees shall receive no additional compensation for an unused personal day.

ARTICLE 16 VACATION

Regular full-time employees are eligible for vacation according to the following schedule:

<u>Years of Continuous Service</u>	<u>Hours of Vacation</u>
Completion of one year	40 hours
Completion of three years	80hours
Completion of six years	88 hours
Completion of seven years	96 hours
Completion of eight years	104 hours
Completion of nine years	112 hours
Completion of ten years	120 hours
Completion of 12 years	128 hours
Completion of 14 years	136 hours
Completion of 16 years	144 hours
Completion of 18 years	152 hours
Completion of 20 years	160 hours

The scheduling of vacation leave is dependent upon the judgment and discretion of the EMC Coordinator. Once an employee's vacation has been approved, the Employer shall make no changes to the approved vacation, except as operational efficiency may require. There will be no changes to an employee's scheduled vacation for the purpose of avoiding overtime, except with voluntary agreement of the employee.

The scheduling of vacation shall be governed by seniority within each classification as defined in Exhibit A, provided employees submit their vacation leave requests at least thirty (30) calendar days prior to the requested time off. Vacation time can be taken in no less than one (1) day increments.

When vacation leave requests are not submitted thirty (30) days in advance, vacation leave will be granted on first come, first served basis. Vacation leave requests will be answered within five (5) working days from the date of receipt or on the date the request is thirty (30) days off.

Vacation pay will be at the employee's normal pay for the week for which he/she would have been regularly scheduled to work.

Recognized paid holidays falling within a vacation period will not be charged against vacation leave.

Upon resignation or termination from County service, an employee shall be paid on a pro rata basis for all unused vacation left at the time of termination; however, employees who do not give two (2) weeks advance notice prior to quitting shall forfeit vacation pay. An employee's termination date is the last day worked. Any vacation due an employee will be paid in a lump sum. Vacation cannot be used during the last two weeks of employment.

ARTICLE 17

UNPAID LEAVE AND OTHER LEAVES

At the sole discretion of the EMC Coordinator, employees may be eligible for unpaid leaves of absence.

Request Procedure Any request for a leave shall be submitted in writing by the employee to the Employer at least fourteen (14) calendar days in advance whenever possible. The request shall state the reason for and the length of the leave of absence being requested/ After receiving the written request, the Employer shall respond in writing within five (5) calendar days. The Employer will provide the reason for denial in writing.

Return from Leave Upon return from leave of absence without pay, the employee shall return to his/her former job, if physically qualified, or to an equivalent position, if qualified.

Benefits during Leave An employee granted an unpaid leave of absence, effective the day the leave starts shall not be eligible for fringe benefits, holiday, pay, accrued retirement, vacation or sick leave during the period of such leave.

The employee will pay premiums for insurance normally paid by the Employer during the approved personal leave of absence, if the employee elects to continue coverage and if the period of leave exceeds thirty (30) days.

Military Leave Employees are eligible for military leave in accordance with state and federal law.

ARTICLE 18

INSURANCE

Health Insurance. The Employer agrees to pay 100% of the County provided single and family health insurance premium cost. Eligibility and coverage are subject to plan terms and conditions.

Effective July 1, 2007, employees are responsible for the following deductibles and out-of-pocket maximums:

	Single	Family
Deductible	\$1000	\$2000

Out-of-Pocket Maximum \$2000 \$4000

All co-insurance amounts and co-payments are paid by the employee.

Workers Compensation. In the case of illness or injury due to work or incurred while at work, all such illnesses or injury must be reported in writing to the EMC Coordinator within 24 hours of when the injury is sustained or when the injury or illness is first known to the involved employee. Forms to report the injury or illness will be provided by the Employer.

All employees are covered by Workers' Compensation insurance. An employee may elect to supplement workers compensation benefits with sick leave if he/she notifies the County in writing. Sick leave may be used for any period of time not covered by workers' compensation. The employee retains the workers compensation check and the County will issue a check to the employee for the difference between the workers compensation payments and his/or regular income. The employee's accumulated sick leave will be reduced accordingly.

ARTICLE 19 GENERAL PROVISIONS

Uniforms. The Employer agrees to continue the practice that existed on July 1, 2001 in regards to uniforms and replacement of uniforms.

Employee Work Rules. The Employer may, from time to time, develop, put into effect, revise and enforce reasonable work rules.

Training: Time spent in training will be paid in accordance with the Fair Labor Standards Act.

Travel, Lodging, Meals. If an employee is authorized to use their personal car for County business, the employee is reimbursed at the Federal Government rate, beginning at the employee's work site. For lodging, if it is necessary to stay overnight outside Shelby County, the County will pay for reasonable lodging. If on duty outside Shelby County, the County will pay up to twenty-five dollars (\$25.00) per day for a total of three (3) meals. Receipts for lodging and meals are required before payment to the employee will be made.

ARTICLE 20 NO STRIKE NO LOCKOUT

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strike, slowdowns, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities.

The Union recognizes that, in the event of a work stoppage, the Union has an obligation and a duty to notify and urge any and all employees who may be involved in such activity to return to work immediately and to refrain from such work stoppage.

The Employer has the right to take any action pursuant to Chapter 20.12 of the Iowa Code. The Employer pledges that it will not engage in a lockout of employees during the term of this Agreement.

ARTICLE 21 DURATION OF AGREEMENT

THIS AGREEMENT shall be effective from July 1, 2007 and shall continue to remain in full force and effect until its expiration on June 30, 2010.

During the life of this Agreement, neither the Employer nor the Union will be required to negotiate on any further matters affecting this Agreement or any other subjects not specifically set forth in this Agreement. Should either party desire to modify, amend, or terminate this Agreement, written notice must be served on the other party before October 15, 2006.

Signed this _____ day of _____, 2007 .

EMPLOYER

EMERGENCY MANAGEMENT COMMISSION
SHELBY COUNTY, IOWA

UNION

AFSCME IOWA COUNCIL 61 /
Local 1014-4

By Bob Leivest
EMC Coordinator

By Gene Casenave
EMA Executive Committee
Chairperson

By Raula Baird-Rightwell
AFSCME/Iowa Council 61 Representative

By Angela Hansen
Employee Representative

By _____

By _____
Employee Representative

By _____
Acknowledged by:
Kenee Van Borken
Employer Representative

EXHIBIT A
Salary Schedule

<u>FT & PT Dispatchers</u>	<u>Hourly Wage Rate</u>			
	7-1-07	7-1-08	7-1-09	1-1-10
Start	10.84	11.22	11.44	11.67
6 mos.	11.95	12.37	12.62	12.87
12 mos.	12.74	13.19	13.45	13.72
18 mos.	13.52	13.99	14.27	14.56
24 mos.	14.31	14.81	15.11	15.41
30 mos.	15.08	15.61	15.92	16.24

Employees above top rate will be red-circled until the employee's current rate is below the top wage rate, at which time the employee will be eligible for a step increase. (not to exceed top rate)

Longevity Pay:

After 5 years	.05/hr
After 10 years	.10/hr
After 15 years	.15/hr
After 20 years	.20/hr
After 25 years	.25/hr

Deferred Compensation All full-time bargaining unit employees will be eligible to participate in the County's deferred compensation plan. The County will match the employee's contribution up to a maximum of \$1000.00.